

JACKSON

CO. / EMPL. ASSN. (MIXED)

07-10

DETENTION CTR EMPL ASSN

AFSCME (CONSERVATION BD.)

**COLLECTIVE BARGAINING AGREEMENT**

JACKSON COUNTY, IOWA

EMPLOYEES ASSOCIATION

DETENTION CENTER EMPLOYEES ASSOCIATION

CONSERVATION EMPLOYEES ASSOCIATION

July 1, 2007 - June 30, 2010

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## **AGREEMENT**

This Agreement is entered into and made between Jackson County, Iowa and the Jackson County, Iowa, Employees Association, Detention Center Employees Association and Conservation Employees Association, affiliated with AFSCME, Iowa Council 61.

### **PREAMBLE**

This Agreement is executed by the Jackson County, Iowa, Board of Supervisors, hereinafter called the Employer, and the Jackson County, Iowa, Employees Association, Detention Center Employees Association and Conservation Employees Association, affiliated with AFSCME Council 61, hereinafter called the Association. This Agreement supersedes all prior agreements.

### **ARTICLE I STATEMENT OF PURPOSES**

**Section 1: Recognition.** The Employer recognizes the Association as the sole and exclusive bargaining representative for those Employees of Jackson County, Iowa, in the bargaining units pursuant to Order of Certification dated October 6, 1993, in PERB Case No. 4967, to-wit:

**INCLUDED:** All full and part-time Employees including: courthouse custodian/crew leader, janitors, secretary in Sanitation & Zoning Office, general assistance director & protective payee, Case Management Office Manager (former Case Management secretary), Veteran's Affairs Director, and professional positions of Case Management case worker and Case Management Coordinator both full and part-time.

**EXCLUDED:** Those Employees excluded by Chapter 20 of the Code of Iowa, other certified units and other Employees not in the included section of this bargaining unit including sworn deputies.

and as certified in Case No. 4967 of P.E.R.B., to wit:

**INCLUDED:** All full and part-time Employees, which include jail administrator, jailers, civil administrator and criminal secretary.

**EXCLUDED:** Those Employees excluded by Chapter 20 of the Code of Iowa, other certified units and other Jackson County Employees not in the included section of this bargaining unit including sworn deputies.

and as certified in Case No. 6920 of P.E.R.B., to wit:

**INCLUDED:** All full and part-time employees of the Jackson County Conservation Board that include: Park Rangers, Assistant Naturalists, Operation Technicians and Secretaries.

**EXCLUDED:** Supervisors, directors and all others excluded by Iowa Code Section 20.4.

**Section 2: Collective Bargaining.** The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between the Employer and the Association, and to

provide for the peaceful adjustment of any differences, which may arise between them respecting the application of the articles of this Agreement.

**Section 3: Employee Good Faith.** All Employees covered hereby shall, in good faith, respect the provisions of this Agreement and cooperate with the Employer and the Association in the enforcement of the terms hereof.

**Section 4: Discrimination Prohibited.** The Employer and the Association agree that there shall be no discrimination against any Employee because of nationality, age, race, sex, handicap, religious affiliation or membership, past or present in any union or bargaining unit.

## **ARTICLE II MANAGEMENT RIGHTS**

**Section 1:** In addition to all powers, duties, and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Association recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- (a) the right to manage the Employer's operations and to direct the working force;
- (b) the right to hire Employees;
- (c) the right to maintain order and efficiency;
- (d) the right to extend, maintain, curtail or terminate operations of the Employer;
- (e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- (f) the right to assign work, the right to determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- (g) the right to create, modify and terminate departments, job classifications and job duties;
- (h) the right to transfer, promote and demote Employees;
- (i) the right to discipline;
- (j) the right to suspend and discharge Employees for proper cause;
- (k) the right to lay-off;
- (l) the right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work, and the number of persons to be employed by the Employer at any time; and

- (m) the right to enforce and require Employees to observe rules and regulations set forth by the Employer; provided however, that these rights will not be used for the purpose of discriminating against any Employee because of membership or non-membership in the Association.

**Section 2:** The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

### **ARTICLE III ASSOCIATION RIGHTS AND RESPONSIBILITIES**

**Section 1:** The Association recognizes its responsibilities as the exclusive bargaining agent of the Employees within the bargaining unit, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost. The Association, therefore, agrees to cooperate in the attainment of the following goals, to-wit:

- (a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its Employees;
- (b) that it will cooperate to combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- (c) that it will earnestly strive to improve and strengthen good will between and among the Employer and its Employees, the Association, and the public.

**Section 2:** The Employer will not interfere with the right of its Employees to become members of the Association. The Association will not interfere with the right of the Employees to refrain from Association membership. There shall be no discrimination or favoritism by the Employer or the Association because membership or of non-membership in the Association. The Association agrees that neither it nor any of its officers or agents will engage in any Association activity which will interrupt or interfere with the operations of the Employer.

**Section 3:** For purposes of investigating pending grievances, a duly authorized representative of the Association shall have access to the Employer's premises during working or non-working time with the prior consent of the Department Head. The Employer will cooperate to facilitate such visitations, and the Association and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the Employees.

## **ARTICLE IV WORK STOPPAGE**

**Section 1:** The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its Employees.

**Section 2:** The Association agrees that neither it nor its officers will cause, authorize, induce, encourage, instigate, ratify, condone, or participate in any work stoppage, strike, boycott, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

**Section 3:** No Employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, boycott, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

**Section 4:** In the event of a violation of Section 3 of this Article or of Section 12 of the Act by an Employee, the Association agrees that it will take immediate, affirmative steps with the Employee involved, including but not limited to sending out public announcements, letters, bulletins, telegrams and Employee meeting to bring about an immediate resumption of normal work.

**Section 5:** In the event an employee or employees covered by this agreement cause, instigate, or participate in any unlawful work stoppage, strike, boycott, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer, the Employer may discharge said Employee or Employees or otherwise discipline any Employee or Employees subject to grievance procedures as set forth in this agreement or by use of any other statutory procedures.

## **ARTICLE V SAFETY AND HEALTH**

**Section 1:** Reasonable Provisions. The Employer shall make all reasonable provisions for the safety and health of its Employees.

**Section 2:** Protective Equipment. Authorized protective equipment and other devices necessary to properly protect Employees from injury and sickness shall be designated and provided, and the use of such equipment and devices shall be mandatory.

**Section 3:** Employee Conduct. The Employees shall recognize their responsibility to conduct themselves in a manner that promotes safety, Employee cooperation, good morale and good public image.

**Section 4:** Care of Equipment. It is recognized that Employees are expected to exercise reasonable judgment in the care and use of all equipment including, but not limited to, safety equipment and vehicles used by Employees in the performance of their jobs.

## **ARTICLE VI SENIORITY**

**Section 1:** Seniority is defined as an Employee's length of continuous service with the Employer from the Employee's most recent date of hire.

**Section 2:** Seniority rights for all Employees shall prevail under this Agreement, unless specifically noted otherwise in this Agreement.

**Section 3:** Employees shall acquire regular status and seniority after completing a 60 working day probationary period.

**Section 4:** Once the probationary period is completed, seniority will be retroactive to the date of hire.

**Section 5:** If two or more Employees are employed on the same date, then seniority shall be determined by alphabetical order, commencing with the last name first and then the first name.

**Section 6:** The Employer shall give a copy of such seniority list to the Association on or before July 1<sup>st</sup> of each year. Any protest as to the correctness of the list must be made in writing to the Employer within thirty (30) calendar days.

**Section 7:** Any Employee shall lose seniority rights upon termination, lay-off for a period longer than eighteen (18) months, failing to report to work within five (5) days after receipt of written notice of recall, mailed by United States certified mail with return receipt requested to the Employee's last known address, and absence from work for two (2) consecutive workdays without notifying the Employer.

**Section 8:** Employer shall provide written notice to AFSCME of any impending layoffs, suspensions, or discharges at least three (3) working days in advance of such action.

## **ARTICLE VII PROCEDURE FOR STAFF REDUCTION**

**Section 1:** In the event the Employer determines that Employees must be laid off, the Employer shall consider qualifications, ability to perform, physical fitness and seniority, and if qualifications, ability to perform and physical fitness are equal between or among affected Employees, seniority shall govern.

**Section 2:** Those Employees to be laid off will be notified thereof in writing at least 30 calendar days prior to the effective date of the lay-off.

**Section 3:** An Employee who is laid off shall keep the Employer advised of the Employee's current mailing address during lay-off. If the Employer desire to recall Employees, such Employees shall be recalled in the inverse order of lay-off. Notice of recall shall be sent by United States certified mail with return receipt requested to the Employee's latest advised address.

**Section 4:** An Employee shall report to work within five (5) calendar days after receipt of notice of recall, unless the notice of recall provides for a later specific date of recall, in which case the Employee shall report on said later effective date.

**Section 5:** In the event of a staff reduction, temporary Employees must be laid off first, then probationary Employees, then part-time Employees working less than (35) hours a week. Regular Employees shall be the last to be laid off.

## **ARTICLE VIII HOURS OF WORK**

The posted Courthouse hours are 8:30 a.m. to 4:30 p.m., Monday through Friday. The posted Courthouse hours shall not be construed as a guarantee of hours of work per day or per days per week.

## **ARTICLE IX JOB POSTINGS AND PROMOTIONS**

**Section 1:** All openings of employment with the Employer that pertain to and are covered by this Agreement shall be posted on the bulletin boards.

**Section 2:** Posting shall be at a conspicuous place so that all Employees will receive notice of the vacancy in the job or position open.

**Section 3:** All job openings covered by this Agreement shall be posted at least five (5) working days prior to seeking a person not currently employed by the Employer.

**Section 4:** The most senior Employee who is qualified and can satisfactorily perform the required work and who applies for the job opening will be given the position.

**Section 5:** If at any time before a promotion becomes permanent (after 60 working days) and the Employer determines that the Employee lacks the qualifications for the promotion, the Employer shall have the right to return the Employee to the job from which he was promoted without loss of seniority.

## **ARTICLE X GRIEVANCE PROCEDURE**

**Section 1:** The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest possible level.

**Section 2:** A grievance is defined as a dispute between the Employer and the Association or any Employee with regard to the interpretation, application or violation of any of the expressed terms and provisions of this Agreement.

**Section 3:** A grievance that may arise shall be processed and settled in the following manner:

1. Step One. An Employee who has a grievance shall notify the Employee's supervisor orally within five (5) working days after the occurrence of the event giving rise to the grievance or after the time period for review provided for in Article XVIII, Section 9. The immediate supervisor shall investigate the grievance and shall give an oral answer within a period of five (5) working days. The failure of the immediate supervisor to give



an oral answer within said five (5) working days shall be deemed a denial of the grievance and may be appealed to Step Two.

2. Step Two. If the grievance is not settled in Step One, the aggrieved Employee may present the grievance in writing to the Department Head within five (5) working days after the answer of the immediate supervisor was given; or, if no answer was given, within five (5) working days of when it was due, whichever occurs first. The grievance shall be signed by the Employee or the Association and shall state specifically the facts of the alleged violation, the provisions of the Agreement in dispute, and a statement from the Employee or the Association specifying what relief or remedy is desired. The Department Head shall investigate the grievance and issue a decision in writing within a period of five (5) working days. The failure of the Department Head to issue a decision within said five (5) working days shall be deemed a denial of the grievance and may be appealed to Step Three.
3. Step Three. If the grievance is not settled in Step Two, the aggrieved Employee or the Association may present the grievance in writing to the Board of Supervisors within five (5) working days after the decision of the Department Head was given; or, if no decision was given, within five (5) working days of when it was due, whichever occurs first. This written grievance shall contain the same information as was submitted to the Department Head. The Board of Supervisors shall investigate the grievance and shall convene a meeting of all interested parties within a period of five (5) working days. The Board of Supervisors shall issue a decision within five (5) working days of the meeting.
4. Step Four. If the grievance is not settled in Step Three, the aggrieved Employee or the Association may appeal to arbitration. The Employee shall request arbitration by written notice submitted to the Board of Supervisors within five (5) working days from the date that the Board of Supervisor's decision was given; or, if no decision was given, within five (5) working days of when it was due, whichever occurs first. The written notice shall contain the same information as required in Step Three. When a timely request has been made for arbitration, a representative of the Employer and the Employee or the Association shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days of the Employer's receipt of the arbitration notice, the parties shall jointly request the Public Employment Relations Board or the Federal Mediation and Conciliation Service to submit a list of five (5) grievance arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and fifth and remaining person shall act as the arbitrator.
5. Step Five. The arbitrator selected shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within thirty (30) calendar days, unless an additional extension of time is granted by the parties. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments, nor add to, subtract from, modify or amend any terms of this agreement.

The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this agreement. In all other cases, the decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon all parties. Any decision by the arbitrator may not be retroactively applied beyond the date of the occurrence giving rise to the grievance.

**Section 4:** The Employer and the Association shall share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator, the court reporter, if one is desired by the arbitrator, and the cost of a hearing room and transcript. The party incurring them will pay any other expenses.

**Section 5:** Whenever an individual Employee has a grievance as set out above, the Employee is entitled to be represented by the Association if the Employee so chooses. The Association may also process a grievance on its own in accordance with the above procedures.

**Section 6:** The failure of an Employee, or the Association, to appeal a grievance to the next step within the applicable terms specified above, shall bar an Employee or the Association from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

**Section 7:** The failure by the Employer to reply within the applicable times as specified above, shall be deemed a denial of the grievance which may then be appealed by the Employee or the Association to the next step.

## **ARTICLE XI LEAVE OF ABSENCE WITH PAY**

**Section 1: Court Appearances.** All probationary and regular full and part-time Employees shall be granted time off with pay for appearance before a court, legislative committee or other judicial or quasi-judicial body as a witness in an action involving the federal government, the State of Iowa, Jackson County or a political subdivision thereof in response to a subpoena, or when such appearance is ordered by the Department Head in connection with the Employee's work. Such attendance shall include the time going to court and returning home.

**Section 2: Funeral leave.** All probationary and regular full and part-time Employees will be allowed time off with pay upon request and approval of the Department Head to attend funerals on the following basis:

- (a) Three days per occurrence for arrangements and attending the funeral of a spouse, child, step-child, parent, step-parent, brother, sister, grandparent, grandchild, mother-in-law or father-in-law.
- (b) One day per occurrence for acting as a pallbearer.
- (c) One half day per occurrence for attending the funeral of a friend or relative other than listed above. A full day may be granted with prior approval of the Department Head.

**Section 3: Injury Leave.** Any county Employee injured while engaged in work for the Employer covered by workers' compensation insurance which results in absence from work may, for the first three (3) working days of total disability following injury, use earned sick leave credits. If the injury leave continues beyond the third day, no additional sick leave can be used, and the total compensation will be the amount paid by workers' compensation insurance. A full day of sick leave will be charged for each of the first three (3) working days away following

injury. Sick leave will not be charged thereafter while the Employee remains on workers' compensation.

**Section 4: Jury Duty.** All probationary and regular full and part-time Employees shall be granted time off with pay for serving on any federal, state, county or municipal jury. Such attendance shall include the time going to court and returning home. Any pay received by an Employee for jury service shall be forwarded to the Employer within 30-days of receipt of the payment. Any mileage or meal reimbursement received by the Employee may be retained.

**Section 5: Maternity leave.** An Employee shall be entitled to all benefits required by the Family Leave Act.

**Section 6: Snow days.** An Employee shall be paid their regular days wages when bad road conditions such as snow, ice, or flooding cause the courthouse to be closed by an order of the Supervisors. When this occurs, the Employee shall not be required to use vacation or personal holiday time.

**Section 7: Military leave.** It is the policy of the Employer that full-time Employees be entitled to a military leave for a period as allowed by Section 29A.28 of the Code of Iowa without loss of status or efficiency rating. If the Employee desires pay and position rights when discharged from military service, a request should be filed prior to induction or reporting for service.

**Section 8: Sick leave.**

- (a) Accumulation of sick leave benefit: All probationary and full-time Employees shall accrue sick leave at the rate of two days per month for each full month in which no sick leave was used. Sick leave may be accumulated to a maximum of 90 days. An employee will accrue one day of sick leave for each month in which the employee uses less than 3 hours of sick leave. If an employee uses more than 3 hours of sick leave in a month, they will receive no sick leave for that month.

Regular part-time Employees will accrue sick leave at the rate of one day per month for each full month in which no sick leave was used. Sick leave may be accumulated to a maximum of 90 days. A regular part-time employee will accrue one-half day of sick leave for each month in which the employee uses less than 3 hours of sick leave pay. If a regular part-time employee uses more than 3 hours of sick leave in a month, they will receive no sick leave for that month.

- (b) Sick leave donations: The Employer will allow an employee to donate up to five sick days per year, subject to the cap of 90 days per year, to another employee who has used up all their sick days. An employee may receive up to a maximum of 60 days of donated sick leave in a five year period.
- (c) Use of sick leave: Sick leave shall apply to a period in which the Employee is incapacitated from the performance of assigned duties by sickness or injury or whereby reason of exposure to contagious disease at the post of duty would jeopardize the health of others.

The Employee shall inform his Department Head that he will be absent for reasons of illness and its expected duration. To be eligible for sick leave payment, an Employee shall notify his Department Head as soon as possible, but in any event, prior to the starting time of the work day.

This notice may be waived if the Department Head determines that the Employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the Employee.

Sick leave will not be paid in advance but must be earned prior to the date of illness. Payment of accrued sick leave benefits will begin on the first day of absence.

Use of sick leave is a privilege, which may be granted or denied by the Department Head subject to the grievance procedures. Unless the privilege is abused, sick leave will be granted in cases of:

- (1) Illness or injury of the Employee causing absence from work.
- (2) Acute need on the part of the Employee for medical or dental care.
- (3) Medical or dental care for the Employee which cannot be deferred until or obtained after working hours. (Sick leave cannot be used on a day when the Employee actually works seven hours or more.)

Sick leave is not intended to provide for practical nursing care of a member of the immediate family but may be granted to permit the Employee to make the necessary arrangements for the proper care of members of the immediate family. For this purpose, up to 35-40 hours per year of the employee's accumulated sick time, based on the employee's normal work week, will be allowed to be used and will be known as Family Sick Leave.

An Employee who is on sick leave that extends through a holiday period shall not be charged for a day or days of sick leave for the holiday.

For absences of three (3) or more continuous days of sick leave, a physician's certification as to the need for the sick leave shall be required.

- (d.) Annual sick leave credit: Full-time Employees who do not utilize sick leave during a three-month span shall be entitled to one-half day additional sick leave credit.

The earned half-day credit will be credited at the end of each quarter. The three-month span schedule and credit month is as follows:

THREE MONTH SPAN	CREDIT MONTH
1. January 1 through March 31	April 1
2. April 1 through June 30	July 1
3. July 1 through September 30	October 1
4. October 1 through December 31	January 1

Unused credit will be paid the last payroll before Christmas. If an employee plans to use sick leave credit in December, notice must be given to payroll before December 1.

**Section 9:** Additional days off with pay. Employees wishing or needing to take more paid days than those allowed by this section shall do so only if they have unused compensatory, vacation,

or floating time which would cover such additional days. Additional time off, beyond these specified times, shall be without pay.

## **ARTICLE XII LEAVE OF ABSENCE WITHOUT PAY**

**Section 1:** Leave without pay shall be granted for any reasonable and proper reason. Such leave shall be agreed upon by the Employee and the Department Head. During an unpaid leave, an Employee does not:

- (a) Earn vacation or sick leave;
- (b) Collect sick leave benefits;
- (c) Contribute to the retirement programs; or
- (d) Accumulate seniority.

**Section 2:** Employees must reimburse the Employer all group health care benefit premiums while on leave if coverage is desired to be continuous. If an Employee on unpaid leave wishes to continue his group health insurance policies, the Employee shall make payments for all insurance premiums. Checks, payable to the insurance companies for the full amount of the premiums due, should be submitted to the payroll clerk by the 20th of each month. If payment is not received by that date, the Employee will no longer be considered part of the group, and his insurance policy will be discontinued.

**Section 3:** Any absence, either voluntary or in response to a legal order to appear and/or testify in private litigation and not as an officer or Employee of the Employer but as an individual, shall be taken as vacation or as a leave of absence without pay.

**Section 4:** The maximum leave of absence except in cases of long term illness or injury or required military service shall be 90-days. Leaves of absence may be extended for like periods, providing the Employee requests additional time in writing and receives written permission from his Department Head.

**Section 5:** A leave of absence shall not be used for purposes of participating in a new employment relationship.

**Section 6:** The Employer is supportive of the concept of educational leave so Employees may further their education, improve their skills and better perform their jobs. Employees are encouraged to take advantage of such opportunities.

Any Employee seeking educational leave must make that request in writing. The request should explain the reason for the leave, the duration of the educational program in which the Employee intends to participate and the date he expects to return to employment. The letter will be included as part of the Employee's personnel file.

The length of time an Employee may be absent on educational leave is the discretion of the Department Head. Final approval for the leave must be granted by the Board of Supervisors.

During educational leave, an Employee does not earn vacation or sick leave benefits, collect sick leave benefits or contribute to retirement programs.

If Employees on educational leave wish to continue their group health insurance policies, they must reimburse the county for all group health care premiums. Checks, payable to the insurance companies for the full amount of the premiums due, should be submitted to the payroll clerk by the 20th of each month. If payment is not received by that date, the Employee will no longer be considered part of the group, and his insurance policy will be discontinued.

### **ARTICLE XIII INSURANCE**

**Section 1: Hospital and Medical.** The Employer shall maintain for each Employee, including probationary Employees, a hospital and medical care insurance policy whose benefits are comparable to the policy presently in existence. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Association. However, the final decision as to the carrier shall be made by the Employer and shall not be grievable.

**Section 2: Coverage.** Coverage of an Employee will commence as set out in the policy, and an Employee will be covered in accordance with and to the extent provided under the terms of the policy.

**Section 3: Employer Contribution.** The Employer will pay 80% of a single or family policy, determined by the cost of a \$500/\$1000 deductible policy. All Employees are eligible for the family policy and rate regardless of date of employment.

### **ARTICLE XIV OVERTIME**

**Section 1: Overtime.** Overtime shall be defined as any time properly authorized or approved and worked in excess of the Employee's regular work week, including report time, or work scheduled; and also as all hours worked, including holiday, floating holiday, personal day, and sick day, over 40-hours in a work week, the Employer will not consider vacation time as time worked in determining overtime. Employer will not consider time worked over 8 hours per day in determining overtime, only hours worked over 40 per week will be considered for computing overtime. Employee, for purposes of this subsection, includes all regular full, part-time and probationary employees.

- a) Jailers hours worked in excess of 61 hours during the employees 10 day cycle shall count towards overtime, as outlined in the Fair Labor Standards Act, Maximum Hours Standards Chart and any changes thereto should the Supreme Court change the Garcia decision. Jailers for purposes of this subsection, includes all regular full, part-time and probationary employees under the classification of Jail Administrator or Jailer.

**Section 2:** Overtime shall be compensated at the rate of one and one-half (1 1/2) times the Employee's regular straight time hourly rate of pay. It shall be computed to the nearest quarter (1/4) hour for payment.

**Section 3:** Overtime shall not be used to punish or reward Employees and the Employer shall not pay twice for overtime nor shall the same be pyramided.

**Section 4:** The employer shall implement the Garcia Supreme Court decision.

**Section 5: Call Back Time.** An Employee, including a probationary Employee, who is subject to being called back; call back being any time an Employee has quit for the day and left the premises and then must return for their employment before beginning the next day of work, shall be paid a minimum of two (2) hours pay at their regular rate of pay. Call back does not apply where an Employee is ordered to work beyond the Employee's regular shift.

**Section 6: Overtime compensation.** Overtime compensation may be in the form of comp time or included in the employee's paycheck. The employee shall decide which method of payment shall be made for overtime by noting comp time or pay hours on the time card covering the overtime hours. Conservation employees shall receive overtime compensation in the form of compensatory time off.

**Section 7: Standby compensation.** Employees who are called into work outside their regular hours will receive a minimum of two hours pay at the appropriate rate. The employee shall receive mileage compensation if required to leave employee's location to satisfy an emergency situation. The employee need not obtain supervisory permission to work overtime as a result of an emergency call.

**Section 8: In-Service Compensation.** When an employee attends job required in-service training, the employee shall be compensated as follows: Actual travel time will be treated as work time, conference attendance time will be treated as work time, conference registration will be paid by employer, mileage will be paid to any employee who drives to a conference, and room and board will be paid according to the employee handbook.

## **ARTICLE XV HOLIDAYS**

**Section 1:** The following days shall be observed as paid holidays for full time probationary and regular Employees:

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	1/2 day Christmas Eve
Labor Day	Christmas Day
Veteran's Day	1/2 day New Year's Eve Day
2 days Floating Holiday	

**Section 2:** Floating holidays (2 days) are credited to Employees on January 1 of each year and will be used by December 31st of that year. In addition to the holiday listed above, all new employees who begin employment prior to July 1<sup>st</sup> shall receive 1 personal day after 3 months of employment and one personal day after 6 months of employment. New employees who begin employment after June 30<sup>th</sup> but prior to October 1<sup>st</sup> shall only receive one personal day after 3 months of employment. New employees who begin employment on or after October 1<sup>st</sup> shall not receive any personal days. Personal days must be used during the first year of employment.

**Section 3:** Regular part-time Employees will receive holiday pay for 50 percent of the regular designated holidays for full time Employees.

**Section 4:** When a designated holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a designated holiday falls on a Sunday, the following Monday shall be observed as the holiday.

**Section 5:** When the designated 1/2 days for Christmas Eve and New Year's Eve falls on Saturday or Sunday, the 1/2 days for each holiday will be added to the floating holidays for the year. In this case, part-time employees will be credited with 1/4 day floating holiday for each of Christmas Eve and New Year's Eve Day.

**Section 6:** Employees shall not be required to work on a Sunday or holiday unless their services are needed for an emergency or performance of an essential public service. In such cases, the employee shall receive the proper overtime pay.

**Section 7:** Any Employee shall forfeit his right to payment for a holiday if he has an unexcused absence on the working day immediately preceding or following the holiday.

**Section 8:** Any unused floating holidays will automatically be paid on the second December payroll check. If the employee desires to use floating holidays in December, they must notify payroll before December 1st.



## **ARTICLE XVI VACATION**

**Section 1:** All full-time regular and probationary employees shall receive a paid vacation for the period specified below, based on the following service requirements:

- b) After completion of one continuous year of employment, five (5) days paid vacation shall be earned.
- c) After completion of two years of continuous employment, ten (10) days paid vacation shall be earned.
- d) After completion of ten years of continuous employment, fifteen (15) days paid vacation shall be earned.
- e) After completion of fifteen years of continuous employment, sixteen (16) days paid vacation shall be earned.
- f) After completion of sixteen years of continuous employment, seventeen (17) days paid vacation shall be earned.
- g) After completion of seventeen years of continuous employment, eighteen (18) days paid vacation shall be earned.
- h) After completion of eighteen years of continuous employment, nineteen (19) days paid vacation shall be earned.
- i) After completion of nineteen years of continuous employment, twenty (20) days paid vacation shall be earned.

**Section 2:** A regular part-time Employee will accumulate vacation days at a rate equal to 50% of the vacation benefit provided a regular full-time Employee.

**Section 3:** No vacations will be granted during the first year of employment. Following the Employee's first year anniversary date, vacation will be credited to the Employee. Thereafter, vacation will be credited on the Employee's anniversary date. The number of years of employment for vacation purposes will be years of continuous employment, regardless of status as a full-time or a part-time employee.

**Section 4:** Paid holidays and earned vacation days shall count towards vacation credit, but time of lay-offs, suspension or leave without pay shall not be counted in determining continuous service. Vacation granted in any given year shall be earned in the previous year.

**Section 5:** The Department Head shall determine the number of Employees who may be on vacation at any one time or in any season.

**Section 6:** Up to one week of vacation may be taken in periods of less than one full week, but not less than one-half day at any time, provided the Employee has requested the vacation time 24 hours prior to taking the vacation time.

**Section 7:** An Employee who is on vacation that extends through a holiday period shall not be charged for a day or days vacation for the holiday period.

**Section 8:** Vacations shall be taken in the year earned, unless an employee requests vacation time, in writing, and the employee's department head refuses to allow the requested vacation time; in which case the employee will be paid for the requested, but not allowed, vacation time. The employee must make written request for payment of denied vacation time and include copies of request and denial to the payroll clerk on the employee's time card for the last pay period in June.

**Section 9:** On separation from employment, except in situations in which this Agreement does not allow payment, all accumulated vacation shall be paid to the Employee in a lump sum cash payment at the basic hourly rate of the Employee on his last day of service. The Employer will not pay for accumulated sick leave days.

**Section 10:** In the case of the death of an Employee, any accumulated vacation days shall be totaled, and the family of the Employee shall be paid for that time at the Employee's current hourly rate. The Employer will not pay for accumulated sick leave days.

## **ARTICLE XVII BREAK PERIODS**

**Section 1:** To give Employees the opportunity to break from their normal duties to lessen fatigue, Employees who work a seven or eight hour day are permitted two 15-minute break periods, with pay, when possible. The time for the break periods should be scheduled by the Department Head and should not interfere with customer services.

**Section 2:** Employees who work less than four hours per day are permitted to take one break period when possible. Breaks should be scheduled so that at least one person is in the Department during the break. A specially designated room away from the work area is available for use during breaks and lunch periods.

## **ARTICLE XVIII DISCIPLINARY ACTION AND TERMINATION**

**Section 1:** Disciplinary action may be taken for violation of principles of conduct, violation of personnel policies, violation of this Agreement, or unsatisfactory job performance.

**Section 2:** The Employer shall not discharge, suspend or terminate any Employee without just cause.

**Section 3:** It is recognized that for the benefit of Employees and to protect the rights of the Employer, certain regulations must be observed by all Employees.

**Section 4:** Such principles of conduct are included in this Agreement.

**Section 5:** The Employer shall maintain the right to apply progressive corrective discipline which will include the use of written reprimand, suspension, and termination. Any violation of the Employer's principles of conduct may be sufficient cause for disciplinary action.

**Section 6:** A written reprimand shall be signed by the Department Head and the Employee as acknowledgment that the Employee was aware that a reprimand has been prepared. The reprimand shall be placed in the Employee's personnel file and given to the Employee with copies of the reprimand to the Association. The Employer shall give two (2) written reprimands before imposing a suspension. For a third reprimand, a suspension of from one (1) day to not more than five (5) days without pay may be levied. For repeated violations, outright discharge may be levied. Three (3) reprimands within a one (1) year period shall constitute repeated violations.

**Section 7:** Suspension is effective immediately. The reasons for the suspension, with or without pay, and a reinstatement or dismissal plan shall be in writing, signed by the Employee acknowledging the action, and placed in the Employee's personnel file. Suspension may not exceed 20 working days.

**Section 8:** Termination is effective immediately and may be imposed in the following situations:

1. For deliberate violation of policies:
  - a. Employees may be terminated from their positions at any time and without notice in cases of intolerable or deliberate violation of policies, and will not receive accrued benefits as part of their termination pay.
  - b. Reasons for termination for deliberate violation of Employer's policies may include, but may not be limited to, the following:
    1. Insubordination and/or refusing to accept job assignments.
    2. Theft.
    3. Neglect of duty.
    4. Abuse or inconsiderate treatment of Employer's patrons or fellow Employees.
    5. Intoxication or use of alcoholic beverages on the premises.
    6. Being under the influence of an unlawful drug.
    7. Chronic tardiness or absenteeism.
    8. Excessive use of sick leave.
    9. Felony convictions.
    10. Sabotage or willful destruction of Employer's property or equipment.
    11. Dishonesty.
    12. Violation of published health and safety regulations.
    13. Unauthorized use of the Employer's property or equipment.
2. Probationary Employees may be terminated without notice at any time.

**Section 9:** Discharge must be by written notice to the Employee, with a copy to the Association. A discharged Employee may request within five (5) days a review of his discharge; should such informal investigation show that the discharge was without cause, the Employee shall be reinstated without loss of benefits and wages.

## **ARTICLE XIX EMPLOYEE RESIGNATION**

**Section 1:** Employees are required to give at least two weeks written notice to their Department Head prior to the effective date of the resignation.

**Section 2:** Employees who do not give proper notice will not receive their accrued benefits as part of their termination pay and may be barred from future reinstatement or re-employment.

**Section 3:** Employees who are on approved leave of absence and do not return on the day specified will be considered as having resigned without proper notice.

## **ARTICLE XX EMPLOYEE RE-EMPLOYMENT**

All former Employees are considered new hires and have no accumulated benefits from previous employment. Transfer of an Employee from one department to another department of the Employer shall not be considered re-employment and the Employee shall retain all accumulated benefits.

## **ARTICLE XXI EMPLOYMENT PRACTICES**

**Section 1:** Equal opportunity (non-discrimination). There will be no unlawful discrimination against any Employee as to hiring, termination, wages, training, upgrading, promotion, transfer, lay-off, discipline or otherwise because of race, creed, color, national origin, sex, age, religion, or physical disability or nor will there be any effort to attempt to cause any such discrimination.

**Section 2:** Physical Examination. All applicants for fulltime or part-time employment shall be required to have a complete physical examination by a license physician. The cost of this physical examination shall be paid by the Employer and shall be completed prior to the final commitment for beginning employment. The Department Head shall have the right to approve or disapprove the employment of the applicant from the report of said examination. It is the policy of the Employer to give consideration to persons who may be handicapped but otherwise are able to meet the requirements for specific positions.

## **ARTICLE XXII EMPLOYMENT STATUS**

**Section 1: Probationary.** Each employee, excluding Case Management Case Workers, shall be considered as being on probation for 60 working days from the date of employment. By mutual agreement of the Department Head and the probationary Employee, the probationary period may be extended an additional 60 working days. Any Employee may be terminated during the probationary period without notice.

The probationary period for Case Management Case Workers shall be six (6) months with a review at three months. Any Case Management Case Worker may be terminated during the probationary period without notice.

During the probationary period, health care benefits will be paid as for regular Employees. Holidays occurring through the probationary period will be granted. Sick leave shall be granted as earned through the probationary period. Vacation credit shall accrue from the date of employment, but Employees will not receive this benefit until after completion of one year of employment.

Upon satisfactory completion of the probationary period, the Employee shall be entitled to all the rights and privileges granted to all regular Employees and the terms of the employment shall start as of the date of employment. If an Employee quits or is discharged during the probationary period, no benefits will be paid on termination of employment

**Section 2: Temporary Employee.** A temporary Employee is hired for seasonal work or to assist at times when there is a need for additional staff. A temporary Employee will be employed for a period of four months or less. Temporary Employees are not covered by this Agreement.

**Section 3: Regular Part-time Employee.** A regular part-time Employee is an Employee working less than 35 hours per week but 20 hours or more per week on a regular basis. All part-time Employees will receive benefits at a rate of 50% of those provided a regular full-time Employee.

**Section 4: Regular Full-Time Employee.** Regular employment status is granted upon satisfactory completion of the probationary period. Regular Employees are scheduled to work 35 hours or more per week for their department for 52 weeks per year and are paid on an hourly basis.

## ARTICLE XXIV SALARY

**Section 1.** The following entry level (base pay) wage schedule shall be effective for all new hires effective July 1, 2007:

Wage Schedule:

<b>Title:</b>	<b>Rate:</b>	<b>Title:</b>	<b>Rate:</b>
Courthouse Custodian/Crew Leader	\$13.77	Jail Administrator	\$14.50
Janitor I	\$9.89	Naturalist	\$10.80
Protective Payee/General Relief	\$10.58	Environmental Education Coordinator	\$14.00
Health/Zoning/Solid Waste Secretary	\$10.58	Park Ranger	\$11.50
Case Management Office Manager	\$10.58	Operations Technician	\$10.00
Case Management Case Worker	\$14.49	Conservation Office Manager	\$10.75
Case Management Coordinator	\$16.00		
Veteran's Affair Director	\$9.50		
Jailer	\$9.83		
Civil Administrator	\$12.10		
Criminal Secretary	\$11.04		

**Section 2:** Increase in rates of pay for all employees as of July 1, 2007 are as follows:

	<b>7/1/2007</b>	<b>7/1/2008</b>	<b>7/1/2009</b>
Courthouse Custodian/Crew Leader	.50 + 3%	.25 + 3.5%	.25 + 4%
Janitor I	.50 + 3%	.25 + 3.5%	.25 + 4%
Protective Payee/General Relief	.50 + 3%	.25 + 3.5%	.25 + 4%
Health/Zoning/Solid Waste Secretary	.50 + 3%	.25 + 3.5%	.25 + 4%
Case Management Office Manager	.50 + 3%	.25 + 3.5%	.25 + 4%
Case Management Case Worker	.50 + 3%	.25 + 3.5%	.25 + 4%
Case Management Coordinator	.50 + 3%	.25 + 3.5%	.25 + 4%
Veteran's Affair Director	.50 + 3%	.25 + 3.5%	.25 + 4%
Jailer	.50 + 3%	.25 + 3.5%	.25 + 4%
Civil Administrator	.50 + 3%	.25 + 3.5%	.25 + 4%
Criminal Secretary	.50 + 3%	.25 + 3.5%	.25 + 4%
Jail Administrator	.50 + 3%	.25 + 3.5%	.25 + 4%
Naturalist	.50 + 3%	.25 + 3.5%	.25 + 4%
Environmental Education Coordinator	.50 + 3%	.25 + 3.5%	.25 + 4%
Park Ranger	.50 + 3%	.25 + 3.5%	.25 + 4%
Operations Technician	.50 + 3%	.25 + 3.5%	.25 + 4%
Conservation Office Manager	.50 + 3%	.25 + 3.5%	.25 + 4%

Raises shall be calculated on the employee's current hourly wage.

Any current employee holding a position outlined in the above wage schedule who currently makes less than the above hire-in wages will be adjusted to this new wage.

Jeannie Collins-Heer will be adjusted from her current hourly rate of \$14.29 to \$15.24.

## **ARTICLE XXIV SUPPLEMENTAL PAY**

**Section 1: Shift Differential.** Employees who regularly work the second shift shall receive a shift differential of .20 per hour. Employees who regularly work the third shift shall receive a shift differential of .30 per hour. Employees who work a swing shift shall receive the differential prescribed for that shift.

**Section 2: Premium Pay – Cooking.** The jailer performing cooking duty shall receive an additional .96 per hour.

**Section 3: Premium Pay – Laundry.** The jailer performing laundry duty shall receive an additional .47 per hour.

**Section 4: Premium Pay Allowance.** Premium pay shall be applicable to any jailer performing those duties except the Jail Administrator; however, no premium will be paid to any jailer working the same shift as the Jail Administrator.

**Section 5: Clothing Allowance.** The Employer shall pay claims for uniform clothing, up to the amount of \$250.00 per fiscal year for each full-time Jailer and \$150.00 per fiscal year for each part-time Jailer. This allowance is not in addition to the \$500.00 provided to new employees as a uniform allowance. Uniform clothing shall consist of standard shirts, shoulder patches, badges, nameplates, hats, trousers, neckties, jackets, socks, shoes, boots and leather goods. Conservation employees that are Rangers, Assistant Naturalists or Operation Technician will receive an annual uniform allowance of \$300.00.

## **ARTICLE XXV NEW EMPLOYEES**

**Section 1: New Detention Center Employees.** The Employer will allow new full-time detention center employees \$500.00 and new part-time detention center employees \$250.00 as an uniform allowance, providing that if the new employee does not complete 16 months of employment, she/he will repay the county for the uniform allowance. This \$500.00 will not come from the jail uniform allowance line item of the Sheriff's budget.

## **ARTICLE XXVI SAFETY AND HEALTH GENERAL POLICY**

**Section 1:** The Employer shall make all reasonable provisions for the safety and health of its Employees.

**Section 2:** Authorized protective equipment and other devices necessary to properly protect Employees from injury and sickness shall be designated and provided by the Employer, and the use of such equipment shall be mandatory.

**Section 3:** Employees shall recognize their responsibility to conduct themselves in a manner that promotes safety and Employee cooperation.

**Section 4:** The Employer joins in a common desire to prevent tragedy. An Employee noticing any unsafe condition is requested to report it to his Department Head.

**Section 5:** It is recognized that Employees are expected to exercise reasonable judgment in the care and use of all equipment including, but not limited to, safety equipment and vehicles used by Employees in the performance of their jobs.

**Section 6:** When an Employee suffers an injury in the line of work, he should report it immediately to his Department Head. Any accident requiring professional medical attention shall be reported to the Department Head as soon as practical but within 24-hours to insure proper workers' compensation coverage.

**Section 7:** The Employer abides by the "Hazardous Chemicals Risks Right-To-Know Act". The purpose of the law is to ensure that information concerning chemical hazards is transmitted to employers and Employees. The law specifies that Employees must be made aware of the provisions of the law and must receive information about Material Safety Data Sheets, container labels and product hazards. The Employer is required under the law to provide information about chemical products used by the Employer to members of the public who may request it.

## **ARTICLE XXVII UNION DUES**

**Section 1:** Upon receipt of a voluntary written individual order therefore from any of it's Employees covered by this Agreement, on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Association. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**Section 2:** Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the Employer. Deductions shall be made only when the employee has sufficient earnings to cover same, after deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Association.

**Section 3:** The employer shall submit to the Association, with each remittance of deductions, a list of all employees having such deductions on a monthly basis.



## **ARTICLE XXVIII GENERAL CONDITIONS**

**Section 1:** This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials, and Employees.

**Section 2:** In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

**Section 3:** This Agreement constitutes the entire Agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached as set forth in this Agreement. Therefore, the Employer and the Collective Bargaining Unit for the life of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 4:** If the U. S. Congress should void the United States Supreme Court decision referred to as Garcia vs. San Antonio Transit during the term of this agreement, the provision of this agreement shall revert to the status quo of the Agreement for the period of July 1, 2002 – June 30, 2005.

## **ARTICLE XXIX EFFECTIVE PERIOD**

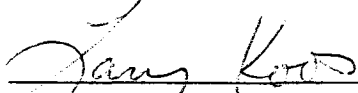
**Section 1:** This Agreement shall be effective July 1, 2007 and shall continue through June 30, 2010.

**Section 2:** This Agreement, including any modifications thereof, shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 15th of the year prior to the time when modification is desired. The notification in writing is jurisdictional but after said notice is timely served by any party, either party may thereafter offer any modification of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 6<sup>th</sup> day of March 2007.

JACKSON COUNTY, IOWA

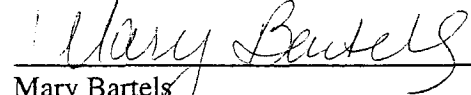
By:



Larry Koos  
Chair, Board of Supervisors

JACKSON COUNTY, IOWA, COUNTY  
EMPLOYEES ASSOCIATIONS

By:

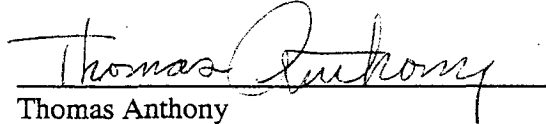


Mary Bartels  
Chair, employees associations

Attest:



M. Joell Deppe  
Jackson County Auditor



Thomas Anthony  
AFSCME Iowa Council 61 Union